

TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA



730 THIRD AVENUE, NEW YORK, N. Y. 10017

(212) 490-9000

April 16, 1979

RECORDATION NO. 10291-A Filed 1425

APR 17 1979 -9 55 AM

INTERSTATE COMMERCE COMMISSION

Acting Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

Dear Sir:

Enclosed herewith for filing pursuant to 49 U.S.C. § 11303 are six executed counterparts of an Agreement and Assignment dated as of April 11, 1979, between Ortner Freight Car Company and Teachers Insurance and Annuity Association of America, pursuant to which said Ortner Freight Car Company has assigned its rights under a Conditional Sale Agreement, dated as of April 11, 1979, between said Ortner Freight Car Company and Georgetown Railroad Company, filed with the Interstate Commerce Commission on the date hereof, relating to railroad equipment hereinafter described.

The equipment covered by the above described Conditional Sale Agreement and related Agreement and Assignment consists of:

<u>Type</u>	<u>Quantity</u>	<u>Road Numbers (Inclusive)</u>	<u>AAR Mechanical Designation</u>
100-ton gondola cars	200	GRR1200-1399	GB

Also enclosed is a check in the amount of \$10 representing the required recording fee.

The names and addresses of the parties to the above transaction are as follows:

Georgetown Railroad Company (Vendee)  
P. O. Box 529  
Georgetown, Texas 78626  
Attention of W. P. Ludwig, Jr., President

Interstate Commerce Commission  
April 13, 1979  
Page 2

Ortner Freight Car Company (Vendor)  
2652 Erie Avenue  
Cincinnati, Ohio 45208  
Attention of F. Lemker, Assistant Vice President

Teachers Insurance and Annuity  
Association of America (Assignee)  
730 Third Avenue  
New York, New York 10017  
Attention of Shelley M. Zoler, Esq.

You are hereby requested to file for record in your office one of the counterparts of the enclosed Agreement and Assignments. Thereupon, please stamp the remaining counterparts and the enclosed copies of this letter with the appropriate recordation data and return them to the delivering messenger, along with your usual letter confirming such recordation addressed to Teachers Insurance and Annuity Association of America, 730 Third Avenue, New York, New York 10017, attention of Shelley M. Zoler, Esq. plus your receipt for the recordation fee.

Yours very truly,

TEACHERS INSURANCE AND ANNUITY  
ASSOCIATION OF AMERICA



By

Frank J. Pados  
Vice President

10291-4  
RECORDATION NO. .... Filed 1425

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INTERSTATE COMMERCE COMMISSION

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AGREEMENT AND ASSIGNMENT

Dated as of April 11 , 1979,

Between

ORTNER FREIGHT CAR COMPANY

and

TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA

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Filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on , 1979, at recordation number .

## AGREEMENT AND ASSIGNMENT

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#### ACKNOWLEDGMENTS

#### ACKNOWLEDGMENT OF NOTICE OF ASSIGNMENT

AGREEMENT AND ASSIGNMENT, dated as of April 11 , 1979, between TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA (the "Assignee"), and ORTNER FREIGHT CAR COMPANY (the "Builder" or the "Vendor" as the context may require, all as more particularly set forth in Article 1 of the Conditional Sale Agreement, defined below).

The Builder and GEORGETOWN RAILROAD COMPANY (the "Railroad"), have entered into a Conditional Sale Agreement dated as of the date hereof (the "Conditional Sale Agreement"), covering the construction, sale and delivery, on the conditions therein set forth, by the Builder and the purchase by the Railroad of the railroad equipment described in Schedule B to the Conditional Sale Agreement (said equipment being hereinafter called the Equipment).

NOW, THEREFORE, THIS AGREEMENT AND ASSIGNMENT (hereinafter called "this Assignment") WITNESSETH: That, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the Assignee to the Builder, the receipt of which is hereby acknowledged, as well as of the mutual covenants herein contained:

SECTION 1. The Builder hereby assigns, transfers and sets over unto the Assignee, its successors and assigns:

(a) all the right, title and interest of the Builder in and to each unit of Equipment when and as severally delivered to and accepted by the Railroad under the Conditional Sale Agreement, subject to payment by the Assignee to the Builder of the amount required to be paid to the Builder under Section 4 hereof;

(b) all the right, title and interest of the Builder in and to the Conditional Sale Agreement (except the right to construct and deliver the Equipment and the right to receive the payments specified in the third paragraph of Article 3 thereof, in subparagraph (a) of the third paragraph of Article 4 thereof, and in the last paragraph of Article 15 thereof, and reimbursements for taxes paid or incurred by the Builder as provided in Article 5 thereof), and in and

to any and all amounts which may be or become due or owing by the Railroad to such Builder under the Conditional Sale Agreement in respect of the Purchase Price (as defined in the Conditional Sale Agreement) of the Equipment and interest thereon, and in and to any other sums becoming due from the Railroad under the Conditional Sale Agreement, other than those hereinabove excluded; and

(c) except as limited by subparagraph (b) hereof, all the Builder's rights, powers, privileges and remedies under the Conditional Sale Agreement;

without any recourse against the Builder for or on account of the failure of the Railroad to make any of the payments provided for in, or otherwise to comply with, any of the provisions of the Conditional Sale Agreement; provided, however, that this Assignment shall not subject the Assignee to, or transfer, or pass, or in any way affect or modify, the liability of the Builder to construct and deliver the Equipment in accordance with the Conditional Sale Agreement or with respect to its obligations contained or referred to in Article 14 of the Conditional Sale Agreement, or relieve the Railroad from its obligations to the Builder contained or referred to in Articles 2, 3, 4, 5, 13, 14 and 15 of the Conditional Sale Agreement, it being understood and agreed that, notwithstanding this Assignment, or any subsequent assignment pursuant to the provisions of Article 15 of the Conditional Sale Agreement, all obligations of the Builder to the Railroad with respect to the Equipment shall be and remain enforceable by the Railroad, its successors and assigns, against and only against the Builder. In furtherance of the foregoing assignment and transfer, the Builder hereby authorizes and empowers the Assignee, in the Assignee's own name or in the name of the Assignee's nominee, or in the name of and as attorney hereby irrevocably constituted for the Builder, to ask, demand, sue for, collect, receive and enforce and all sums to which the Assignee is or may become entitled under this Assignment and to ask, demand, sue for and enforce compliance by the Railroad with the terms and agreements on its part to be performed under the Conditional Sale Agreement, but at the expense and liability and for the sole benefit of the Assignee.

SECTION 2. The Builder agrees that it shall construct the Equipment in full accordance with the Conditional Sale Agreement and will deliver the same upon completion to the Railroad in accordance with the provisions of the Conditional Sale Agreement; and that, notwithstanding this Assignment, it will perform and fully comply with each of and all the covenants and conditions of the Conditional Sale Agreement set forth to be performed and complied with by the Builder. The Builder further agrees that it will warrant to the Assignee and the Railroad that at the time of delivery of each unit of Equipment under the Conditional Sale Agreement it had legal title to such unit and good and lawful right to sell such unit and that title to such unit was free of all claims, liens, security interests and other encumbrances (other than those created by the Conditional Sale Agreement); and the Builder further agrees that it will defend the title to each unit of Equipment against the demands of all persons whomsoever based on claims originating prior to the delivery of such unit by the Builder under the Conditional Sale Agreement; all subject, however, to the provisions of the Conditional Sale Agreement and the rights of the Railroad thereunder. The Builder will not deliver any of the Equipment to the Railroad under the Conditional Sale Agreement until the filings and recordations referred to in Article 19 of the Conditional Sale Agreement have been effected (the Builder and its counsel being entitled to rely on advice from the Railroad or special counsel for the Assignee that such filings and recordations have been effected).

SECTION 3. The Builder agrees with the Assignee that in any suit, proceeding or action brought by the Assignee under the Conditional Sale Agreement for any installment of, or interest on, indebtedness in respect of the Purchase Price of the Equipment or to enforce any provision of the Conditional Sale Agreement, the Builder will indemnify, protect and hold harmless the Assignee from and against all expense, loss or damage suffered by reason of any defense, setoff, counterclaim or recoupment whatsoever of the Railroad arising out of a breach by the Builder of any obligation with respect to the Equipment of the Builder or the manufacture, construction, delivery or warranty thereof, or by reason of any defense, setoff, counterclaim or recoupment whatsoever arising by reason of any other indebtedness or liability at any time owing to the Railroad by the Builder. The Builder's obligation so

to indemnify, protect and hold harmless the Assignee is conditional upon (a) the Assignee's timely motion or other appropriate action, on the basis of Article 15 of the Conditional Sale Agreement, to strike any defense, setoff, counterclaim or recoupment asserted by the Railroad in any such suit, proceeding or action and (b) if the court or other body having jurisdiction in such suit, proceeding or action denies such motion or other action and accepts such defense, setoff, counterclaim or recoupment as a triable issue in such suit, proceeding or action, the Assignee's prompt notification to the Builder of the asserted defense, setoff, counterclaim or recoupment and the Assignee's giving the Builder the right, at the Builder's expense, to compromise, settle or defend against such defense, setoff, counterclaim or recoupment.

Except in cases of articles or materials specified by the Railroad and not manufactured by the Builder and in cases of designs, systems, processes, formulae or combinations specified by the Railroad and not developed or purported to be developed by the Builder, the Builder agrees, except as otherwise specifically provided in the Conditional Sale Agreement, to indemnify, protect and hold harmless the Assignee from and against any and all liability, claims, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against the Assignee or its assigns because of the use in or about the construction or operation of any of the Equipment of any design, system, process, formula, combination, article or material which infringes or is claimed to infringe on any patent or other right. The Assignee will give prompt notice to the Builder of any such liability or claim actually known to the Assignee and will give the Builder the right, at the Builder's expense, to compromise, settle or defend against such claim. The Builder agrees that any amounts payable to it by the Railroad with respect to the Equipment, whether pursuant to the Conditional Sale Agreement or otherwise, not hereby assigned to the Assignee, shall not be secured by any lien, charge or security interest upon the Equipment or any unit thereof.

SECTION 4. The Assignee, on each Closing Date fixed as provided in Article 4 of the Conditional Sale Agreement with respect to a Group (as defined in said Article 4) of the Equipment, shall pay to the Builder an amount equal to the portion of the Purchase Price thereof which, under

the terms of said Article 4, is payable in installments, provided that there shall have been delivered to the Assignee, as provided in Article 15 of the Conditional Sale Agreement, at least five business days (as defined in said Article 4) prior to such Closing Date, the following documents, in form and substance satisfactory to it and to its special counsel hereinafter mentioned, in such number of counterparts as may be reasonably requested by said special counsel:

(a) a bill of sale from the Builder to the Assignee confirming the transfer to the Assignee of the title and security interest of the Builder in the Equipment in such Group, warranting to the Assignee and to the Railroad that at the time of delivery of such units under the Conditional Sale Agreement the Builder had legal title to such units and good and lawful right to sell such units and that such units were free of all claims, liens, security interests and other encumbrances (other than those created by the Conditional Sale Agreement), and covenanting to defend the title to such units against the demands of all persons whomsoever based on claims originating prior to the delivery of such units by the Builder under the Conditional Sale Agreement;

(b) a Certificate or Certificates of Acceptance with respect to the units of the Equipment in such Group as contemplated by Article 3 of the Conditional Sale Agreement;

(c) an invoice of the Builder for the units of the Equipment in such Group accompanied by or having endorsed thereon a certification by the Railroad as to the correctness of the prices stated therein;

(d) an opinion of Messrs. Cravath, Swaine & Moore, who are acting as special counsel for the Assignee, dated as of such Closing Date, to the effect that (i) the Conditional Sale Agreement has been duly authorized, executed and delivered by the Railroad and the Builder and is a legal, valid and binding instrument, enforceable in accordance with its terms, (ii) this Assignment has been duly authorized, executed and delivered by the Builder and is a legal, valid and binding instrument, (iii) the Assignee is vested with all the rights, title, interests, powers and privileges purported to

be assigned to it by this Assignment (iv) the Assignee has title to and a valid and perfected security interest in the units of the Equipment in such Group and such units, at the time of delivery thereof to the Railroad under the Conditional Sale Agreement, were free from all claims, liens, security interests and other encumbrances (other than those created by the Conditional Sale Agreement), (v) no approval of the Interstate Commerce Commission or any other governmental authority is necessary for the valid execution and delivery of the Conditional Sale Agreement or this Assignment, or if any such approval is necessary, it has been obtained, (vi) the Conditional Sale Agreement and this Assignment have been duly filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 and no other filing or recordation is necessary for the protection of the rights of the Assignee in any state of the United States of America or in the District of Columbia and (vii) registration of the Conditional Sale Agreement or this Assignment is not required under the Securities Act of 1933, as amended, and qualification of an indenture with respect thereto is not required under the Trust Indenture Act of 1939, as amended; such opinion shall also state that said counsel have examined the opinions being delivered on such Closing Date pursuant to subparagraphs (e) and (f) of this Section 4, that such opinions are satisfactory in form and substance to said counsel and that said counsel believe that the Assignee is justified in relying thereon; and such opinion shall also cover such other matters as may reasonably be requested by the Assignee;

(e) an opinion of counsel for the Railroad, dated as of such Closing Date, to the effect set forth in clauses (i), (iv), (v) and (vi) of subparagraph (d) above (said counsel, in rendering such opinion, being permitted to assume due authorization, execution and delivery of this Agreement by parties thereto other than the Railroad) and stating that (i) the Railroad is a duly organized and existing corporation in good standing under the laws of its jurisdiction of incorporation and has the power and authority to own its properties and to carry on its business as conducted on the date thereof, (ii) this Assignment is a legal, valid and binding instrument and (iii) the execution, delivery and performance by the Railroad of the Conditional Sale Agreement will not violate (y) any provision of law, the Certificate of

Incorporation or By-laws of the Railroad, (z) any order of any Court or other agency of government or any provision of any indenture, agreement or other instrument to which the Railroad is a party, or by which the Railroad or any of its property or assets is bound, or be in conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of its property or assets;

(f) an opinion of counsel for the Builder, dated as of such Closing Date, to the effect set forth in clause (iii) and (iv) of subparagraph (d) above and stating that (i) the Builder is a duly organized and existing corporation in good standing under the laws of its jurisdiction of incorporation and has the power and authority to own its properties and to carry on its business as conducted on the date thereof, (ii) the Conditional Sale Agreement has been duly authorized, executed and delivered by the Builder and, assuming due authorization, execution and delivery by the other parties thereto, is a legal and valid instrument binding upon the Builder and enforceable against the Builder in accordance with its terms, (iii) this Assignment has been duly authorized, executed and delivered by the Builder and, assuming due authorization, execution and delivery by the other parties thereto, is a legal and valid instrument binding upon the Builder, (iv) the execution, delivery and performance by the Builder of the Conditional Sale Agreement and this Assignment will not violate (y) any provision of law, the Certificate of Incorporation or By-laws of the Builder, (z) any order of any Court or other agency of government or any provision of any indenture, agreement or other instrument to which the Builder is a party, or by which the Builder or any of its property or assets is bound, or be in conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of its property or assets and (v) the Bill of Sale is effective to confirm the transfer of the Builder's title and security interest in the units of the Equipment in such Group to the Assignee and such units, at the time of

delivery thereof to the Railroad under the Conditional Sale Agreement, were free from all claims, liens, security interests and other encumbrances (other than those created by the Conditional Sale Agreement).

(g) a certificate of the President or Vice President-Operations of the Railroad, dated as of such Closing Date, to the effect that (i) to the best of his knowledge and belief, no event of default, or event which with the lapse of time and/or demand provided for in the Conditional Sale Agreement could constitute an event of Default, shall have occurred and is then continuing, and (ii) no Federal tax liens (including tax liens filed pursuant to Section 6323 of the Internal Revenue Code of 1954, as amended) and to the best of his knowledge and belief no other tax liens have been filed and are currently in effect which would adversely affect the security interest of the Assignee in the Equipment; and

(h) a receipt from the Builder for any payment (other than the payment being made by the Assignee pursuant to the first paragraph of this Section 4) required to be made on such Closing Date to the Builder with respect to the Equipment, unless such payment is made by the Assignee with funds furnished to it for that purpose by the Railroad.

In giving the opinions specified in subparagraphs (d), (e) and (f) of the first paragraph of this Section 4, counsel may qualify any opinion to the effect that any agreement is a legal, valid and binding instrument enforceable in accordance with its terms by a general reference to limitations as to enforceability imposed by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally. In giving the opinion specified in said subparagraphs (d) and (e), counsel may rely on the opinion of counsel for the Builder as to authorization, execution and delivery by the Builder of the documents executed by the Builder and as to title to the Equipment at the time of delivery thereof under the Conditional Sale Agreement; in giving the opinion specified in said subparagraphs (d) and (f), counsel may rely as to any matter governed by the law of any jurisdiction other than New York or the United States on the opinion of counsel for the Builder or the opinion of counsel for the Railroad as to such matter; in giving the opinion

specified in said subparagraph (e), counsel may rely on the bill of sale and opinion of counsel for the Builder as to claims, liens, security interests and other encumbrances arising from, through or under the Builder.

The obligation of the Assignee hereunder to make payment for any Group of the Equipment is expressly conditional upon there having been no material adverse change since December 31, 1978, in the business or financial condition of the Railroad or Texas Crushed Stone Company. The Assignee shall not be obligated to make payment at any time after the commencement of any proceedings specified in clause (c) or (d) or Article 16 of the Conditional Sale Agreement or if an event of default, or any event which with the lapse of time and/or demand provided for in the Conditional Sale Agreement could constitute an event of default, shall have occurred and be continuing under the Conditional Sale Agreement. In the event that the Assignee shall not make payment for any Group of the Equipment on any scheduled Closing Date as the same may from time to time be postponed, the Assignee shall be deemed to have reassigned to the Builder, without recourse to the Assignee, all right, title and interest of the Assignee in and to the units of the Equipment with respect to which payment has not been made by the Assignee, and at the request of such Builder, confirm in writing such reassignment.

SECTION 5. The Assignee may assign all or any of its rights under the Conditional Sale Agreement, including the right to receive any payments due or to become due to it from the Railroad thereunder. In the event of any such assignment any such subsequent or successive assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations of the Assignee hereunder.

SECTION 6. The Builder hereby:

(a) represents and warrants to the Assignee, its successors and assigns, that the Conditional Sale Agreement was duly authorized by it and lawfully executed and delivered by it for a valid consideration, that, assuming due authorization, execution and delivery by the Railroad, the Conditional Sale Agreement is, insofar as the Builder is concerned, a valid and existing agreement binding upon it and the Railroad in accordance with its terms and that it is now in force without amendment thereto;

(b) agrees that it will from time to time and at all times, at the request of the Assignee or its successors or assigns, make execute and deliver all such further instruments of assignment, transfer and assurance and do such further acts and things as may be necessary and appropriate in the premises to give effect to the provisions hereinabove set forth and more perfectly to confirm the rights, titles and interests hereby assigned and transferred to the Assignee or intended so to be; and

(c) agrees that upon request of the Assignee and provided that the Assignee shall have made all payments which the Assignee is required by this Assignment to make to the Builder, its successors and assigns, it will execute any and all instruments which may be necessary or proper in order to discharge of record the Conditional Sale Agreement or any other instrument evidencing any interest of such Builder therein or in the Equipment.

SECTION 7. The terms of this Assignment and all rights and obligations hereunder as between said parties shall be governed by the laws of the State of New York; provided, however, that the parties shall be entitled to all the rights conferred as provided in Article 23 of the Conditional Sale Agreement. The terms, rights and obligations of the parties hereunder may not be changed orally, but may be changed only by an agreement in writing signed by the party against whom enforcement of such change is sought.

SECTION 8. The Assignee agrees to deliver an executed counterpart of this Assignment to the Railroad, which delivery shall constitute due notice of the assignment hereby made. Although this Assignment is dated for convenience as of the date first set forth above, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

SECTION 9. This Assignment may be executed in any number of counterparts, all of which together shall constitute a single instrument.

SECTION 10. Any notice required or permitted to be given or made to the Assignee pursuant to this Assignment or the Conditional Sale Agreement shall be given or made in

writing, and addressed to it at 730 Third Avenue, New York, New York 10017, attention of Securities Division, or at such other address as it may hereafter designate.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this instrument to be executed in their respective corporate names by duly authorized officers, and their respective corporate seals to be hereunto affixed and duly attested, all as of the date first above written.

ORTNER FREIGHT CAR COMPANY,

by

*W E Kemala*  
Vice Pres

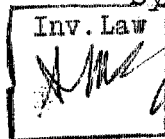
[Corporate Seal]

Attest:

*W Lamber*  
Asst Secy

TEACHERS INSURANCE AND ANNUITY  
ASSOCIATION OF AMERICA,

by



*Charles C Thompson III*  
Charles C. Thompson III  
Assistant Investment Officer

[Corporate Seal]

Attest:

*Louis R. Garon*  
Secretary

[Corporate Seal]

Attest:

by

*Frank J Pados*

Frank J. Pados  
Vice President

STATE OF OHIO,                    )  
                                      ) ss.:  
COUNTY OF HAMILTON,        )

On this 12<sup>th</sup> day of APRIL 1979, before me personally appeared H. E. KENISTON, to me personally known, who, being by me duly sworn, says that he is VICE PRESIDENT of ORTNER FREIGHT CAR COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Howard E. Parr  
Notary Public

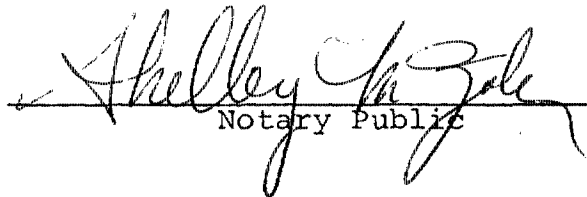
My Commission Expires

HOWARD E. PARR  
Notary Public, State of Ohio  
My Commission Expires August 20, 1983

[Notarial Seal]

STATE OF NEW YORK, )  
 ) ss.:  
COUNTY OF NEW YORK, )

On this 16 day of April 1979, before me personally  
appeared Frank J. Pados, to me personally  
known, who, being by me duly sworn, says that he is a Vice  
President of TEACHERS INSURANCE AND ANNUITY  
ASSOCIATION OF AMERICA, that one of the seals affixed to the  
foregoing instrument is the corporate seal of said corporation,  
that said instrument was signed and sealed on behalf of said  
corporation by authority of its Board of Trustees and he  
acknowledged that the execution of the foregoing instrument  
was the free act and deed of said corporation.

  
Notary Public

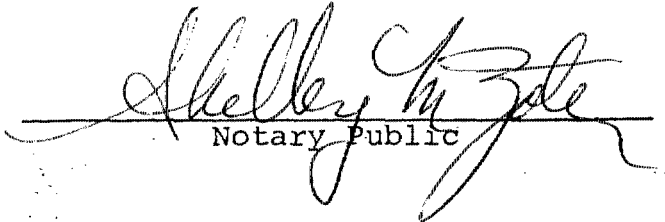
My Commission Expires

[Notarial Seal]

SHELLEY M. ZOLER  
NOTARY PUBLIC, State of New York  
No. 31-4613781  
Qualified in New York County  
Commission Expires March 30, 1981

STATE OF NEW YORK, )  
 ) ss.:  
COUNTY OF NEW YORK, )

On this 16 day of April 1979, before me personally appeared Charles C. Thompson III, to me personally known, who, being by me duly sworn, says that he is an Assistant ~~Investment Officer~~ of TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Trustees and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

My Commission Expires

[Notarial Seal]

SHELLEY M. ZOLER  
NOTARY PUBLIC, State of New York  
No. 31-4613781  
Qualified in New York County  
Commission Expires March 30, 1981

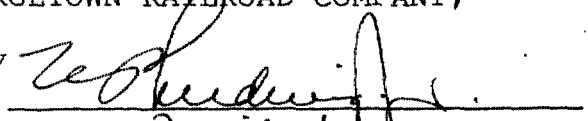
ACKNOWLEDGMENT OF NOTICE OF ASSIGNMENT

GEORGETOWN RAILROAD COMPANY hereby acknowledges due notice of and consents to the assignment made by the foregoing Agreement and Assignment as of \_\_\_\_\_, 1979.

All payments to be made to the Assignee thereunder pursuant thereto shall be sent to it at Post Office Box 5291, Grand Central Station, New York, New York 10017, or at such other address as it may designate.

GEORGETOWN RAILROAD COMPANY,

by

  
\_\_\_\_\_  
President

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

4/17/79

**OFFICE OF THE SECRETARY**

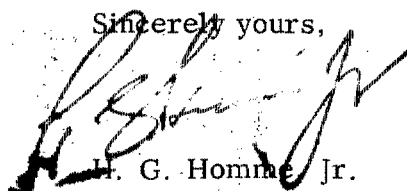
**W.P.Ludwig, Jr.**  
**GeorgeTown Railroad Company**  
**P.O.Box 529**  
**GeorgeTown, Texas 78626**

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C.

11303, on **4/17/79** at **9:55am** and assigned recordation number(s). **10291 & 10281-A**

Sincerely yours,



**H. G. Homme Jr.**  
Secretary

Enclosure(s)

SE-30  
(3/79)